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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

CARMEN BARRIOS,

Plaintiff,

v.

ALL WAYS CARING HEALTH
CARE; BRIGHT SPRING HEALTH
SERVICES; RSCR CALIFORNIA,
INC., and DOES 1 to 25, inclusive,

Defendant.

Case No.: 2:24-cv-02774-ODW-AJR

AGREED PROTECTIVE ORDER

Complaint filed: April 5, 2024
Trial Date: September 2, 2025

IT IS HEREBY STIPULATED, by and between the Parties to the above-captioned action through their respective counsel of record, that in order to facilitate the exchange of information and documents which may be subject to confidentiality limitations on disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as follows:

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for

any purpose other than prosecuting this litigation may be warranted. This Stipulated Protective Order is intended to comply with the California Medical Information Act (“CMIA”) and the Health Insurance Portability and Accountability Act (“HIPAA”), which provides that a qualified protective order may be issued by a court “with respect to protected health information.” (4.45 C.F.R. § 164.512(e)(1)(v).) Accordingly, the parties hereby stipulate to and jointly petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. GOOD CAUSE STATEMENT

The parties assert in support of their request that protection of the identified categories of confidential information as listed in Section 2.3 is necessary because this is an employment law action brought under the California Fair Employment and Housing Act, California Government Code section 12940, et seq. This action is likely to involve medical, psychiatric, personal and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential health information, psychiatric information, personal information, information implicating privacy rights of third parties, and/or information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the

1 parties that information will not be designated as confidential for tactical reasons and that
2 nothing be so designated without a good faith belief that it has been maintained in a
3 confidential, non-public manner, and there is good cause why it should not be part of the
4 public record of this case.

5 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
6 **SEAL**

7 The parties further acknowledge, as set forth in Section 12.3, below, that this
8 Stipulated Protective Order does not entitle them to file confidential information under
9 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
10 standards that will be applied when a party seeks permission from the court to file material
11 under seal.

12 There is a strong presumption that the public has a right to access to judicial
13 proceedings and records in civil cases. In connection with non-dispositive motions, good
14 cause must be shown to support a filing under seal. *See Kamakana v. City and County of*
15 *Honolulu*, [447 F.3d 1172, 1176](#) (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, [307 F.3d](#)
16 [1206, 1210-11](#) (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, [187 F.R.D. 576, 577](#)
17 (E.D. Wis. 1999) (even stipulated protective orders require good cause showing), and a
18 specific showing of good cause or compelling reasons with proper evidentiary support and
19 legal justification, must be made with respect to Protected Material that a party seeks to
20 file under seal. The parties' mere designation of Disclosure or Discovery Material as
21 CONFIDENTIAL does not— without the submission of competent evidence by
22 declaration, establishing that the material sought to be filed under seal qualifies as
23 confidential, privileged, or otherwise protectable—constitute good cause.

24 Further, if a party requests sealing related to a dispositive motion or trial, then
25 compelling reasons, not only good cause, for the sealing must be shown, and the relief
26 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*
27 *v. Pacific Creditors Ass'n.*, [605 F.3d 665, 677-79](#) (9th Cir. 2010). For each item or type of
28 information, document, or thing sought to be filed or introduced under seal in connection

1 with a dispositive motion or trial, the party seeking protection must articulate compelling
2 reasons, supported by specific facts and legal justification, for the requested sealing order.
3 Again, competent evidence supporting the application to file documents under seal must
4 be provided by declaration.

5 Any document that is not confidential, privileged, or otherwise protectable in its
6 entirety will not be filed under seal if the confidential portions can be redacted. If
7 documents can be redacted, then a redacted version for public viewing, omitting only the
8 confidential, privileged, or otherwise protectable portions of the document, shall be filed.
9 Any application that seeks to file documents under seal in their entirety should include an
10 explanation of why redaction is not feasible.

11 **2. DEFINITIONS**

12 **2.1 Action:** this pending federal lawsuit entitled *Carmen Barrios v. RSCR*
13 *California, Inc., et al*, U.S.D.C. CACD Case No. 2:24-cv-02774-ODW-AJR.

14 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 **2.3 “CONFIDENTIAL” Information or Items:** As used in this Stipulated
17 Protective Order, “CONFIDENTIAL” Information is defined as information that the
18 producing party designates in good faith has been previously maintained in a confidential
19 manner and should be protected from disclosure and use outside the litigation because its
20 disclosure and use is restricted by statute or could potentially cause harm to the interests of
21 disclosing party or nonparties. For purposes of this Order, the parties will limit their
22 designation of “CONFIDENTIAL” Information to the following categories of information
23 or documents:

- 24 • Any and all protected health information, including, but not limited to, medical
25 records, psychiatric records, treatment, health information, and mental health
26 information subject to the provisions of the CMIA and HIPAA.
- 27 • Personnel files
- 28 • Pre- and post-employment medical screening documents

- Tax returns and other financial records
- Work restriction and/or workers' compensation records
- Proprietary business records
- Trade secrets
- Records maintained in a complaint investigation
- Records whose disclosure is restricted or prohibited by statute

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, and includes support staff.

2.11 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

1 **2.12 Producing Party:** a Party or Non-Party that produces Disclosure or Discovery
2 Material in this Action.

3 **2.13 Professional Vendors:** persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
6 their employees and subcontractors.

7 **2.14 Protected Material:** any Disclosure or Discovery Material that is designated
8 as “CONFIDENTIAL.”

9 **2.15 Receiving Party:** a Party that receives Disclosure or Discovery Material from
10 a Producing Party.

11 **3. SCOPE**

12 The protections conferred by this Stipulation and Order cover not only Protected
13 Material (as defined above), but also (1) any information copied or extracted from
14 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
15 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel
16 that might reveal Protected Material. Any use of Protected Material at trial shall be
17 governed by the orders of the trial judge. This Order does not govern the use of Protected
18 Material at trial.

19 The Parties and all signatories to the Acknowledgment And Agreement To Be
20 Bound attached hereto as Exhibit A agree to be bound by this Stipulated Protective Order
21 pending its approval and entry by the Court. In the event that the Court modifies this
22 Stipulated Protective Order, or in the event that the Court enters a different Protective
23 Order, the Parties agree to be bound by this Stipulated Protective Order until such time as
24 the Court may enter such a different Protective Order. It is the Parties’ intent to be bound
25 by the terms of this Stipulated Protective Order pending its entry so as to allow for
26 immediate production of Protected Materials under the terms herein.

27 **4. DURATION**

28 Once a case proceeds to trial, information that was designated as CONFIDENTIAL

1 or maintained pursuant to this protective order used or introduced as an exhibit at trial
2 becomes public and will be presumptively available to all members of the public, including
3 the press, unless compelling reasons supported by specific factual findings to proceed
4 otherwise are made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at
5 1180-81 (distinguishing “good cause” showing for sealing documents produced in
6 discovery from “compelling reasons” standard when merits-related documents are part of
7 court record). Accordingly, the terms of this protective order do not extend beyond the
8 commencement of the trial.

9 **5. DESIGNATING PROTECTED MATERIAL**

10 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

11 Each Party or Non-Party that designates information or items for protection under
12 this Order must take care to limit any such designation to specific material that qualifies
13 under the appropriate standards. The Designating Party must designate for protection only
14 those parts of material, documents, items or oral or written communications that qualify so
15 that other portions of the material, documents, items or communications for which
16 protection is not warranted are not swept unjustifiably within the ambit of this Order. Mass,
17 indiscriminate or routinized designations are prohibited. Designations that are shown to be
18 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
19 encumber the case development process or to impose unnecessary expenses and burdens
20 on other parties) may expose the Designating Party to sanctions.

21 If it comes to a Designating Party’s attention that information or items that it
22 designated for protection do not qualify for protection, that Designating Party must
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this
25 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
26 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
27 must be clearly so designated before the material is disclosed or produced.

28 ///

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure

to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Stipulated Protective Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated Protective Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq.

6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

6.4 Duty. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under

1 this Order.

2 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise
3 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
4 may disclose any information or item designated “CONFIDENTIAL” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
6 employees of said Outside Counsel of Record to whom it is reasonably necessary to
7 disclose the information for this Action;

8 (b) the officers, directors, and employees (including House Counsel) of the
9 Receiving Party to whom disclosure is reasonably necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
11 is reasonably necessary for this Action and who have signed the “Acknowledgment and
12 Agreement to Be Bound” (Exhibit A); (d) the court and its personnel;

13 (d) court reporters and their staff;

14 (e) professional jury or trial consultants, mock jurors, and Professional Vendors
15 to whom disclosure is reasonably necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (f) the author or recipient of a document containing the information or a custodian
18 or other person who otherwise possessed or knew the information;

19 (g) during their depositions, witnesses, and attorneys for witnesses, in the Action
20 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that
21 the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted
22 to keep any confidential information unless they sign the “Acknowledgment and
23 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
24 ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions
25 that reveal Protected Material may be separately bound by the court reporter and may not
26 be disclosed to anyone except as permitted under this Stipulated Protective Order; and

27 (h) any mediator or settlement officer, and their supporting personnel, mutually
28 agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is

1 attached hereto as Exhibit A.

2 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
3 **PROTECTED MATERIAL**

4 When a Producing Party gives notice to Receiving Parties that certain inadvertently
5 produced material is subject to a claim of privilege or other protection, the obligations of
6 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
7 This provision is not intended to modify whatever procedure may be established in an e-
8 discovery order that provides for production without prior privilege review. Pursuant to
9 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
10 effect of disclosure of a communication or information covered by the attorney-client
11 privilege or work product protection, the parties may incorporate their agreement in the
12 stipulated protective order submitted to the court.

13 **12. MISCELLANEOUS**

14 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any person
15 to seek its modification by the Court in the future.

16 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this Protective
17 Order, no Party waives any right it otherwise would have to object to disclosing or
18 producing any information or item on any ground not addressed in this Stipulated
19 Protective Order. Similarly, no Party waives any right to object on any ground to use in
20 evidence of any of the material covered by this Protective Order.

21 **12.3 Filing Protected Material.** A Party that seeks to file under seal any Protected
22 Material must comply with Local Civil Rule 79-5. Protected Material may only be filed
23 under seal pursuant to a court order authorizing the sealing of the specific Protected
24 Material at issue. If a Party's request to file Protected Material under seal is denied by the
25 court, then the Receiving Party may file the information in the public record unless
26 otherwise instructed by the court.

27 **13. FINAL DISPOSITION**

28 After the final disposition of this Action, as defined in paragraph 4, within 60 days

of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4.

14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: September 4, 2024

LAW OFFICES OF SEVAG
NIGOGHOSIAN

TUCKER ELLIS LLP

By: /s/ Sevag Nigoghosian
Sevag Nigoghosian
Attorneys for Plaintiff Carmen Barrios

By: /s/ Alex M. Barfield
Alex M. Barfield
Attorneys for Defendant RSCR California,
Inc. and BrightSpring Health Services

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: 9/06/2024

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7 Honorable A. Joel Richlin
8 United States Magistrate Judge
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
_____, the case of *Carmen Barrios v. RSCR California, Inc., et al.*,
U.S.D.C. CACD Case No. 2:24-cv-02774-ODW-AJR. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment in the
nature of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order. I further agree to submit to
the jurisdiction of the United States District Court for the Central District of California for
enforcing the terms of this Stipulated Protective Order, even if such enforcement
proceedings occur after termination of this action. I hereby appoint
_____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____